



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

fide holder may enforce the instrument at law. *Frank v. Lilienfeld*, 74 Va. 377; *Prim v. Hammel*, 134 Ala. 652.

**BILLS AND NOTES—SUFFICIENCY OF PLAINTIFF'S TITLE.**—Action on a note payable to one C and by him indorsed to plaintiff. The latter indorsed in blank before maturity and placed the note in a bank, notifying the defendant to pay it there. Defendant contends that plaintiff cannot sue as the legal title is in the bank. *Held*, plaintiff can recover. *Hughes v. Black* (1905), — Ala. —, 39 So. Rep. 984.

The blank indorsement of a note gives to the holder a prima facie legal title upon which a suit may be based. *Bank v. Wofford*, 71 Miss. 711; *Berney v. Steiner*, 108 Ala. 111; *Curtis v. Sprague*, 51 Cal. 239. The burden of proof is on the defendant to show want of title in the plaintiff. *Shaw v. Jacobs*, 89 Ia. 713; *Berney v. Steiner*, 108 Ala. 111; *Anniston v. Furnace Co.*, 94 Ala. 606.

**BILLS AND NOTES—RIGHTS OF AN ACCOMMODATION MAKER.**—In an action by the accommodation maker of a note, who had been compelled to pay it, against the indorsers (the accommodated parties), the defense was that the written instrument could not be varied by parol. *Held*, parol evidence is admissible to show plaintiff's true relation to the transaction. *Morgan v. Thompson et al.* (1905), — N. J. —, 62 Atl. Rep. 410.

The suit is really one to recover money paid for the use of the defendants. One who makes a note for the accommodation of another can, after having been compelled to pay the same to a bona fide holder, recover the amount paid from the party accommodated. *Peale v. Addicks*, 174 Pa. St. 543; *Burton v. Slaughter*, 26 Gratt. 914; *Martin v. Muncy*, 40 La. Ann. 190. This because under the negotiable instruments law evidence is admissible to show that, as between themselves, the indorsers of a note have agreed as to their liability otherwise than appears from the order of their indorsements. P. L. N. J., 1902, p. 596, § 68.

**CARRIERS—LIABILITY OF STEAMSHIP COMPANY FOR LOSS OF PASSENGER'S BAGGAGE.**—Plaintiff's assignor was a steamship passenger from Italy to New York. While the ship was lying in the harbor of Naples he went ashore, leaving his state-room door unlocked, and remained away several hours. Upon his return he found the door open and that jewelry to the amount of \$225 had been stolen in his absence. Upon proof that the steward had been in the state-room after the plaintiff left, had noticed the jewelry, but had not locked the door, it was *held* that defendant company was guilty of negligence and liable for the amount claimed. *Hart v. North German Lloyd Steamship Company* (1905), 95 N. Y. Supp. 733.

Steamship companies, partaking as they do of the nature both of inn-keepers and of common carriers, yet differing from both, are placed in a peculiar position as to their liability for the theft of the personal belongings of passengers. The strict rule of the inn-keeper's liability would make them responsible for all losses not the direct result of the act of God, a public enemy or the guest's own negligence, *Hulett v. Swift*, 33 N. Y. 571, 88 Am. Dec. 405. This rule was applied in *Adams v. New Jersey Steamboat Co.*, 151